

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

SIMON LETCHFORD,

Plaintiff,

- against -

SCOTWORK (NORTH AMERICA) INC. and
SCOTWORK LIMITED (SI),

Defendants.

Docket No.: 1:19-cv-08921
(RA) (GWG)

**STIPULATION AND ORDER
OF CONFIDENTIALITY**

IT IS HEREBY ORDERED THAT:

1. This Stipulation and Order of Confidentiality (“Stipulation and Order”) shall govern the use of all transcripts of depositions, answers to interrogatories, responses to requests for admissions, and all documents that may be produced in response to the parties’ discovery requests or third-party subpoenas, marked as exhibits during depositions or used at other times in this litigation to the extent such documents are deemed “Confidential” pursuant to this Stipulation and Order.

2. The following categories of information shall be deemed Confidential: (i) personnel records or information concerning individuals currently or formerly employed by the defendants, aside from the plaintiff, including information concerning their compensation, wages, salary, bonuses, benefits, terms and conditions of employment, discipline, work performance, and/or termination of employment; (ii) the parties’ financial records and information; (iii) documents and information concerning the parties’ former, current, and prospective clients, their business relationships, and any written agreements concerning same; and (iv) any documents or information protected by the General Data Protection Regulation 2016/679 (GDPR).

3. The parties will endeavor to designate and mark all such Confidential information and materials as “Confidential” prior to their disclosure or production in this matter. Similarly, any counsel shall designate those portions of a deposition transcript of a witness, whether or not the

witness is represented by such counsel, to be accorded protection pursuant to this Stipulation and Order. However, it is expressly agreed and understood that the failure to so designate information, documents, or testimony will not in any way affect the Confidential nature of the information and the parties' obligations hereunder.

4. All Confidential information and materials shall be treated confidentially and shall be used by counsel and the parties solely for the purposes of and in connection with this litigation, except as otherwise provided herein.

5. Subject to the requirements of paragraphs "7" and "11" of this Stipulation and Order, Confidential information or documents may only be disclosed to:

- (a) The Court and Court personnel;
- (b) Attorneys representing any party to this proceeding, employees of such attorneys or law firms with which such attorneys are associated, and other professional and non-professional personnel providing office services to such attorneys or law firms (including but not limited to office support staff and outside copying services) but only for purposes of this litigation;
- (c) Consultants, advisors, experts and their employees retained or consulted by any party or counsel, but only for purposes of this litigation;
- (d) Deponents;
- (e) An officer before whom a deposition is taken, including stenographic reporters, videographers, and any necessary secretarial ,clerical or other personnel of such officer;
- (f) The parties or any officers, directors, or employees thereof, but only for purposes of this litigation; and
- (g) Witnesses or potential witnesses contacted by counsel in good faith, but only for the purpose of obtaining evidence or testimony for any deposition, hearing, trial or other proceeding in this litigation

6. All Confidential material produced in this action shall remain in the custody of the

attorneys for the parties, unless otherwise authorized by this Stipulation and Order.

7. Prior to disclosing or displaying any Confidential material to any person, counsel must: (1) inform the person of the confidential nature of the information or documents; (2) inform the person that the Court has enjoined the use of the information or documents by him/her for any purpose other than this litigation and has enjoined the disclosure of the information or documents to any other person; and (3) for persons receiving such material as set forth in Paragraph 5(c), 5(d) (applies only to non-party deponents), or 5(g) above, require each such person receiving to sign an agreement to be bound by this Order in the form attached as Exhibit A. Any person receiving Confidential material shall not reveal or discuss information to or with any person not entitled to receive such information under the terms hereof.

8. In the event a party wishes to object to the designation of documents or information as “Confidential”, and the parties are unable to resolve such objection amongst themselves, the party asserting such objection may apply to the Court for appropriate relief, and the party who designated such documents or information as Confidential shall have the burden of demonstrating to the Court why such documents or information should be deemed Confidential. In the event a party applies to the Court for such relief, any information designated as Confidential which is at issue shall be filed under seal until such time as the Court orders otherwise.

9. The disclosure of a document or information without designating it as “Confidential” shall not constitute a waiver of the right to designate such document or information as Confidential material. If later so designated, the document or information shall be treated as Confidential information subject to all the terms of this Stipulation and Order.

10. Any document or information that may contain Confidential information that has been inadvertently produced without identification as to its “Confidential” nature may be so

designated by the party asserting the confidentiality designation by written notice to counsel for the receiving party identifying the document or information as “Confidential” within a reasonable time following the production from which the document or information was disclosed without such designation.

11. Parties who seek to file material covered by this Stipulation and Order with the Court shall only do so after filing a motion seeking leave to file such Confidential materials under seal and/or filing such documents with all Confidential materials redacted, as appropriate under the circumstances.

12. If any person subject to this Stipulation and Protective Order who has custody of any Confidential material receives a subpoena or other process (“Subpoena”) from any government or other person or entity demanding production of such materials, the recipient of the Subpoena shall promptly give notice of the same by electronic mail transmission, followed by either express mail or overnight delivery to counsel of record for the designating party, and shall furnish such counsel with a copy of the Subpoena. Upon receipt of this notice, the designating party may, in its sole discretion and at its own cost, move to quash or limit the Subpoena, otherwise oppose production of the Confidential materials, and/or seek to obtain confidential treatment of such materials from the subpoenaing person or entity to the fullest extent available under law. The recipient of the Subpoena may not produce any Confidential materials pursuant to the Subpoena prior to the date specified for production on the Subpoena.

13. Within thirty (30) days of the termination of this action by entry of a final judgment that has become non-appealable, an order of discontinuance, or otherwise, counsel for the parties shall return to each other or destroy, upon request, all originals and copies of Confidential information in their possession, control or custody, except as required by applicable law or

regulations.

14. The issue of confidentiality of evidence at trial is specifically reserved for subsequent action by the Court.

15. Any dispute arising under this Stipulation and Order shall be submitted to the Court for resolution. Moreover, the execution of this Stipulation and Order is without prejudice to the right of any party to apply to the Court at any time for additional protections or exceptions, or such other additional relief as may be necessary or appropriate.

16. After this Stipulation and Order has been signed by counsel for all parties, it shall be presented to the Court for entry. Counsel agree to be bound by the terms set forth herein with regard to any Confidential materials that have been produced before the Court signs this Stipulation and Order.

17. Nothing contained in this Stipulation and Order shall be deemed a waiver by any party of its right to object to the production and/or admissibility of any records on the grounds of relevance, materiality, privilege or otherwise.

18. This Stipulation and Order, and the obligations of all persons set forth herein, shall survive the termination of this action and shall continue in full force and effect.

Dated: March 23, 2020

CONSENTED TO:

MITCHELL SILBERBERG & KNUPP

By: 

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Elaine Nguyen

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Attorneys for Defendants

SO ORDERED:

Honorable Ronnie Abrams, U.S.D.J.

Any party seeking to file documents under seal or in redacted form shall comply with Rule 5A of this Court's Individual Rules & Practices in Civil Cases.

SO ORDERED.

A handwritten signature in blue ink, appearing to be 'R. Abrams', written over a horizontal line.

Ronnie Abrams, U.S.D.J.
March 27, 2020

EXHIBIT A

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

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Plaintiff,

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**STIPULATION AND ORDER
OF CONFIDENTIALITY**

I, _____, state that:

My address is _____.

My present occupation or job description is _____.

I have received a copy of the Stipulation and Order of Confidentiality ("Stipulation") entered
in the above-entitled action on _____.

I have carefully read and understand the provisions of the Stipulation.

I will comply will all of the provisions of the Stipulation.

I will hold in confidence, will not disclose to anyone not qualified under the Stipulation, and
will use only for purposes of this action, any Confidential Information that is disclosed to me.

Dated: _____

Signature: _____